

Fire Garage Consortium (Interlocal Agreement)

This agreement is made and entered into by and between the undersigned municipal corporations, collectively referred to as “Agency” or “Agencies.”

RECITALS

1. This agreement is entered into in conformity with chapter 39.34 RCW, the Interlocal Cooperation Act.
2. The Agencies currently each maintain and operate their own fire departments to provide emergency responder services, including fire protection, fire suppression, emergency medical services and non-emergent medical care in their respective areas.
3. It is recognized that the Agencies have staffs that are performing similar tasks on a daily basis and that have varied talents, skills, and expertise; and by allowing the staffs to coordinate and collaborate, the skills and abilities of the individuals could be used in a manner that increases the efficiency of each Agency’s vehicle maintenance needs.
4. The Agencies desire to coordinate and centralize the common vehicle maintenance needs of the Agencies to reduce duplication of effort and expenses where feasible, to increase efficiencies and to gain the benefit of economies of scale for all participating Agencies.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises and benefits contained herein, it is agreed between the Agencies as follows:

1. **Purpose and Scope of Agreement.** The purpose and scope of this Agreement is to formally establish an administrative entity under the provisions of RCW 39.34.030(3) to be known as the Fire Garage Consortium “Fire Garage” to implement a cooperative vehicle maintenance division that serves each Agency according to its needs. Each Agency shall retain full authority for and jurisdiction over fire protection, prevention and suppression, emergency medical services, boundaries, elections, and budgets and all other matters not specifically addressed in this Agreement.
2. **DEFINITIONS.**
 - 2.1. “Apparatus” shall include aerials, pumpers, tenders, aid cars, and support units, or any other fire safety or emergency equipment designated by the parties.
 - 2.2. "Preventative Maintenance and Repair" means those items of work specified by the Apparatus manufacturer as maintenance, preventative maintenance, or scheduled replacement or repairs at the frequencies specified by the manufacturer and as indicated in the scope of work established in **Exhibit B** “Scope of Work.”

3. Governing Structure of the Fire Garage

3.1. Administrative Board.

- (a)** The Administrative Board shall be composed of the Fire Chief of each Agency to this Agreement. The Administrative Board shall be responsible for:
 - (i)** Overseeing administration of the fiscal arrangements as set forth in this Agreement;
 - (ii)** Directing, guiding and overseeing the actions of the Fire Garage Chief.
 - (iii)** Communicating with the governing bodies of the Agencies to this Agreement.
- (b)** The Administrative Board shall meet a minimum of once a year. Members of the Administrative Board shall elect by majority vote, after nominations at the first board meeting, a Chief to serve as presiding officer of the Administrative Board. The Chair shall serve a two-year term. The Chair shall work with the Fire Garage Chief to schedule the meetings of the Administrative Board, to serve as presiding officer at board meetings, to gather information and to prepare the agenda for board meetings. In the event a Chair is unable or unwilling to complete his or her term, nominations shall be accepted by the Administrative Board for a replacement Chair, who shall be elected by majority vote of the board and who shall complete the term of the resigning Chair. Each Chief shall have an equal vote on matters that come before the Administrative Board. Any decisions of the Administrative Board that involve the expenditure or obligation of an Agency's funds shall constitute a recommendation to the governing bodies of the Agencies and shall not be effective until the governing bodies of each Agency have approved such recommendation.

3.2. Joint Decision Making

- (a)** This Agreement does not alter the current command structure or organizational responsibilities of any Agency. However, this Agreement will allow for joint decision-making by the Administrative Board to modify command structures or organizational responsibilities relating to each Agency's vehicle maintenance needs within the Fire Garage .
- (b)** Joint decision-making shall be exercised through the Administrative Board and shall apply only to those areas specifically identified by this Agreement. The Administrative Board shall make joint decisions using the following procedure. Joint decisions shall only be made at a meeting of the Administrative Board attended by a quorum of Agency representatives. A majority of the currently appointed Agency representatives shall constitute a quorum. Joint decisions shall be made by a majority vote. A Chief unable to attend a meeting may vote by proxy by either sending a designated representative or by notifying the Administrative Board of the Chief's vote via email or fax prior to the meeting or by providing a written proxy to another Chief attending the meeting.

3.3. Fire Garage Chief

- (a)** The Fire Garage Chief shall be an employee of an Agency and shall be appointed by the Administrative Board for a term established by the Administrative Board. The Fire Garage Chief shall be responsible for:
 - (i)** Recommending annual goals and objectives to the Administrative Board;
 - (ii)** Recommend staffing requirements, job descriptions, and organizational structure of the fire garage
 - (iii)** Assist Agencies in developing an annual Preventative Maintenance and Repair and Fire Garage staffing budgets.
 - (iv)** Develop, recommend and assist with the procurement of Apparatus as needed to meet the needs of individual Agencies.
 - (v)** Performing such other tasks as directed by the Administrative Board.

4. Fire Garage Employees. The Administrative Board shall identify the total number of employees necessary for the operation of the Fire Garage based on the recommendations of the Fire Garage Chief. The Administrative Board may fill such positions by contracting with Agencies for the use of Agency personnel under the terms established in **Exhibit A**.

5. Central Garage Facilities. Puget Sound Regional Fire Authority currently owns a repair facility in a centralized location that the Agencies may use for the Preventative Maintenance and Repair services provided by the Fire Garage. Additional sites may also be used and will be identified in **Exhibit C** as modified from time to time by the Administrative Board.

6. FIRE GARAGE RESPONSIBILITIES.

- 6.1.** The Fire Garage shall be responsible for performing Preventative Maintenance and Repair of Apparatus covered under the terms of this Agreement. On request of an Agency, and provided the Fire Garage has qualified personnel available, the Fire Garage may pick up or deliver Apparatus from or to the requesting agency. Pickup and delivery services shall be billed to the Agency as an Extra Charge at the Fire Garage personnel's regular rates for the time incurred.
- 6.2.** If an Agency does not make the Apparatus available at the frequency required by the equipment manufacturer, the Fire Garage is not responsible or liable for any adverse condition related to Preventative Maintenance or Repair.
- 6.3.** If the parties agree that it is warranted, the Fire Garage staff may place Apparatus out of service for safety reasons and is authorized to keep the Apparatus out of service until safety repairs are properly completed.
- 6.4.** Routine maintenance and repair work will be scheduled during the Fire Garage normal work period, which is 6:30 a.m. to 4:00 p.m., Monday through Friday except for holidays.

- 6.5. With authorization by the Agency, the Fire Garage may provide emergency services, and services, maintenance, repairs and modifications beyond Preventative Maintenance and Repair, if the Fire Garage determines that it has adequate time and resources.

7. AGENCY RESPONSIBILITIES.

- 7.1. The Agency is responsible to ensure that its Apparatus meet safety requirements based on manufacturer's recommendations, and all applicable local, state, and federal laws, rules, and regulations.
- 7.2. The Agency may directly perform minor maintenance and upkeep on its Apparatus.
- 7.3. The Agency is responsible for delivering its Apparatus to the appropriate Fire Garage work site.
- 7.4. The Agency will not permit work on its Apparatus by other maintenance personnel that are not authorized to perform the work by the manufacturer and Fire Garage maintenance staff.
- 7.5. The Agency is responsible for all outside services not covered by this Agreement, including, without limitation, towing, flat tire repairs, purchase and installation of tires, emission testing and adjustments, and any other outside service not covered by the Fire Garage.
- 7.6. The Agency is responsible for paying the Fire Garage for all services rendered under this Agreement pursuant to the terms of this Agreement.
- 7.7. Agency's to this Agreement may contract with other municipal entities that are not parties to this Agreement with approval of the Fire Garage Chief.

8. Fiscal Arrangements

- 8.1. **Fire Garage Budget Process.** On or before August 15 of each year, the Administrative Board shall review and establish the hourly rate to be charged Agencies and third parties for the Fire Garage Preventative Maintenance and Repair services in the following calendar year. The hourly rate shall be based on the Total Cost of Compensation of all Employees assigned to the Fire Garage including the Fire Garage Chief plus Administrative and Facility Costs as defined below.
 - (a) **Administrative Costs.** Administrative Costs shall be determined by the Administrative Board but may include costs for IT services, finance services, legal services, human resource services and other administrative services necessary to operate the Fire Garage Consortium:
 - (b) **Facility Costs.** Facility Costs shall be determined by the Administrative Board but may include costs of maintaining and operating the Central Garage facility and other sites identified in **Exhibit C** including but not limited to fair market value rent, utilities, tools and equipment necessary to provide the Fire Garage services.

8.2. Agency Financial Responsibility.

- (a) **Fiscal Agent.** The Fiscal Agent shall be an Agency under this Agreement as designated by the Administrative Board. The Fiscal Agent shall be responsible for administering the financial operations of the Fire Garage including but not limited to bill paying, receipt and investment of funds, purchasing decisions, etc.
- (b) **CHARGES FOR PREVENTATIVE MAINTENANCE AND REPAIR.** The Agency will pay the Fire Garage the established hourly rate multiplied by the projected labor hours, plus all applicable Washington State Tax. The annual base charge shall be adjusted January 1 of each year by 100% of the Seattle/Tacoma/Bellevue CPI-W percentage increase for the period of June to June. The 2019 charge will be paid in twelve monthly installments beginning January 1, 2019. Future annual charges will be paid in twelve equal monthly payments. In addition, the Agency will reimburse the Fire Garage the entire cost of all parts, fluids, and materials used to perform maintenance and repairs on the Apparatus plus all applicable taxes. No surcharges will be added to the parts, fluids, and materials costs. If approved by the Administrative Board, Agencies may also pay on an actual time basis under which the Agency will be billed on a monthly basis at the established hourly rate plus any other charges or costs incurred.
- (c) **EMERGENCY AND EXTRA CHARGES.** Labor for any repairs that are performed at any time other than during the Fire Garage normal work period, as defined in Paragraph 5, shall be billed at the hourly rate plus one-half. The Agency will designate a person to authorize the order of such work. The Agency may designate other persons from time to time if it delivers prior written notice of that designation to the Fire Garage. The Fire Garage will provide a statement of the hours worked and parts used for the apparatus requiring service. Emergency call-out will be charged at the mechanic's overtime rate, for a minimum of 4 hours, portal to portal.
- (d) **Remote Site Credit.** An Agency may receive a credit towards their hourly rate if a qualified Remote Site is established to conduct vehicle maintenance. Qualifications are listed in Exhibit C. Agencies with current remote sites are grandfathered as qualified.
- (e) **Unbudgeted Costs.** In the event the Administrative Board determines during the course of the year that additional expenditures or contributions from one or more participating Agencies are necessary, the Administrative Board shall make a recommendation/request to the appropriate Agency.

8.3. No Jointly Owned Property. This Agreement is not intended to and shall not create jointly owned property or inventory. In the event an Agency withdraws from this Agreement, the Agency will remain the owner of its own inventory and property.

9. Insurance

- 9.1. The Agencies shall each provide and maintain suitable commercial general liability and auto liability insurance policies to protect it from casualty losses by reason of the activities contemplated by this Agreement. The limits of liability for each coverage shall be at least \$2,000,000 each occurrence. Each Agency shall provide the Group with a Certificate of

Liability Insurance or Evidence of Coverage, which the Fire Garage shall maintain on file, provided that any Agency that is self-insured will provide a letter of self-insurance as evidence of coverage.

- 9.2. Any Agency that is operating a repair facility on its premises shall also be required to maintain a Garagekeepers Legal Liability policy with limits not less than \$1,000,000 or, in the alternative, acceptable proof from its insurer confirmation that the Agency is fully covered for any damage to apparatus being serviced, maintained and repaired in that Agency's repair facility.

10. Indemnification

- 10.1. Each Agency shall be responsible for the wrongful or negligent actions of its Employees while participating in this Agreement as their respective liability shall appear under the laws of the State of Washington and/or Federal Law and this Agreement is not intended to diminish or expand such liability.
- 10.2. To that end, each Agency promises to indemnify, defend and hold harmless all the other Agencies from any loss, claim or liability arising from or out of the negligent or otherwise tortious actions or omissions of its Employees, officers and officials. Such liability shall be apportioned among the Agencies or other at fault persons or entities in accordance with the laws of the State of Washington. Each agency shall be solely responsible for its own attorney fees and any litigation related costs.
- 10.3. Nothing herein shall be interpreted to:
- (a) Waive any defense arising out of RCW Title 51, provided; however, each Agency agrees that its obligations under this provision extend to any claim, demand, and/or cause of action brought by or on behalf of any of its Employees or agents. The foregoing indemnity is specifically and expressly intended to constitute a waiver of each Agency's immunity under Washington's Industrial Insurance Act, RCW Title 51, with respect to the other Agencies only, and only to the extent necessary to provide each Agency with a full and complete indemnity of claims made by the other Agency's Employees. The Agencies acknowledge that these provisions were specifically negotiated and agreed upon by them.
 - (b) Limit the ability of a participant to exercise any right, defense, or remedy which an Agency may have with respect to third party Agencies or the officer(s) whose action or omission give rise to loss, claim or liability, including but not limited to an assertion that the employee was acting beyond the scope of his or her employment.
 - (c) Cover or require indemnification or payment of any judgment against any individual or Agency for intentionally wrongful conduct outside the scope of employment of any individual or for any judgment for punitive damages against any individual or Agency. Payment of punitive damage awards, fines or sanctions shall be the sole responsibility of the individual against whom said judgment, fine or sanction is rendered and/or his or her employer, should that employer elect to make said payment

voluntarily. This agreement does not require indemnification of any punitive damage awards or for any order imposing fines or sanctions.

11. Dispute Resolution.

- 11.1.** Prior to any other action, the Administrative Board shall meet and attempt to negotiate a resolution to any dispute arising under this agreement.
- 11.2.** If the parties are unable to resolve the dispute through negotiation, any party may demand mediation through a process to be mutually agreed to in good faith between the parties within 30 days. The parties shall share equally the costs of mediation and shall be responsible for their own costs in preparation and participation in the mediation, including expert witness fees and reasonable attorney's fees.
- 11.3.** If a mediation process cannot be agreed upon or if the mediation fails to resolve the dispute, then within 30 calendar days any party may submit the matter to binding arbitration according to the procedures of the Superior Court Rules for Mandatory Arbitration, including the Local Mandatory Arbitration Rules of the King County Superior Court, King County, Washington, as amended, unless the parties agree in writing to an alternative dispute resolution process. The arbitration shall be before a disinterested arbitrator with both parties sharing equally in the cost of the arbitrator. The location of the arbitration shall be mutually agreed or established by the assigned Arbitrator, and the laws of Washington will govern its proceedings. Each party shall be responsible for its own costs in preparing for and participating in the arbitration, including expert witness fees and reasonable attorney's fees.
- 11.4.** Unless otherwise agreed in writing, this dispute resolution process shall be the sole, exclusive and final remedy to or for any party for any dispute regarding this Agreement, and its interpretation, application or breach, regardless of whether the dispute is based in contract, tort, any violation of federal law, state statute or local ordinance or for any breach of administrative rule or regulation and regardless of the amount or type of relief demanded.

12. Term/Termination of Agreement

- 12.1.** This agreement shall be effective on January 1, 2019 and shall continue for a term of three (3) years. The Administrative Board may, extend the term of this Agreement for an additional three (3) years on or before June 1, 2021 without further approval of the legislative bodies of the Agencies. Additional renewals shall require reauthorization by the legislative bodies of the Agencies.
- 12.2.** In the event any Agency shall desire to withdraw or renegotiate any of the provisions of this agreement, such Agency shall give written notice to the other agencies no later than January 1 of the year prior to the year of the termination . A written notice to renegotiate shall specify the provision to be negotiated, the requested change and the reasons therefore and shall not be considered a notice of termination. In the event an Agency withdraws under this paragraph the remaining Agencies shall continue the Agreement.
- 12.3.** If an Agency consolidates with another municipal or local government entity through merger, annexation, or through the creation of a Regional Fire Protection Authority, the consolidated

entity shall become an Agency to this Agreement and a successor in interest to the Agency's interest on the effective date of the consolidation without any action by the remaining Agencies, unless otherwise required.

13. Additional Agencies.

13.1. Additional Agencies may join the Fire Garage when approved by a majority vote of the Administrative Board and upon approval and execution of this Interlocal Agreement.

14. Miscellaneous

14.1. Limited Warranty. The Fire Garage will repair or replace any new parts (except parts not covered by a manufacturer warranty such as electrical parts) or redo any labor which fails in normal service due to defects in parts or labor if notified within 90 days. This warranty does not cover loss of time, use, inconvenience, normal wear, abuse, used parts or other matters not specified and the Fire Garage shall not be liable for any consequential, incidental or commercial damages related to the Preventative Maintenance and Repair work in excess of the costs of the specific repairs. The Fire Garage disclaims any implied warranty of merchantability and fitness for a particular purpose and neither assumes nor authorizes any other person to assume for it any liability in connection with the Preventative Maintenance and Repair work. No warranty, whether expressed or implied, extends beyond 90 days.

14.2. Audit. The Fire Garage shall permit any Agency, from time to time as they deem necessary (including after the expiration or termination of this Agreement), to inspect and audit at all reasonable times at the Fire Garage's offices, all of the pertinent books and records to verify the accuracy of records pertaining to the work contemplated by this Agreement. The Fire Garage shall permit the Agency to copy any of these books and records upon the Agency's request, subject to payment of the Fire Garage's reasonable costs incurred in making those copies.

14.3. No Waiver. No waiver of full performance by either party shall be construed, or operate, as a waiver of any subsequent default or breach of any of the terms, covenants, or conditions of this Agreement.

14.4. Notices. All communications regarding this Agreement shall be sent to the parties at the addresses listed on the signature page of the Agreement, unless notified to the contrary. Any written notice hereunder shall become effective upon personal service or three (3) business days after the date of mailing by registered or certified mail via the United States Postal Service, and shall be deemed sufficiently given if sent to the addressee at the address stated in this Agreement or such other address as may be hereafter specified in writing.

14.5. Entire Agreement. The written provisions and terms of this Agreement, together with any Exhibits attached hereto, shall supersede all prior verbal statements of any officer or other representative of the Fire Garage or of the Agency, and such statements shall not be effective or be construed as entering into or forming a part of or altering in any manner this Agreement. The entire agreement between the parties with respect to the subject matter hereunder is contained in this Agreement and any Exhibits attached hereto. All of the above documents are hereby made a part of this Agreement and form the Agreement document as fully as if the

EXHIBIT B SCOPE OF WORK

This document outlines the services the Fire Garage provides:

- Engine: Will perform service, diagnostics, and repair accessible components that do not require the engine being taken apart. If there are major engine repairs, we will send to an outside repair shop. Engines will not be removed from Apparatus.
- Cooling System: Will service the cooling system and repair as needed. Should a radiator need to be repaired, we will remove and send to an outside vendor.
- Transmissions: Will service, which includes changing filters and fluids. If the transmission is in need of repair, will perform basic diagnostics, and repair if repair work is not major and no removal of the transmission is necessary. If a major repair is needed, an outside vendor will be utilized.
- Transfer case: Will service and perform repairs if needed.
- Pump: Will service and perform maintenance, including annual pump testing, valve rebuilds, control repairs, replacing gauges, rebuilding, fixing and/or replacing primers, and repacking pumps. We will also perform in-frame pump rebuilds.
- Rear Differential: Will service, repair, or replace as necessary.
- Suspension: – Will inspect and repair as necessary.
- Brakes: Will inspect and repair as necessary.
- Electrical: Will service, diagnose, and repair, i.e. chassis, emergency lighting, etc. Internal repairs will not be made to radios.
- Air/Hydraulic Systems: Will service, diagnose, and repair.
- Aerial: UL inspection will take place annually, and repairs will be performed if any deficiencies are found, in order to remain in compliance with the manufacturers' specifications.
- Stationary generators mounted on Apparatus: Will service, diagnose, and repair.
- Wheels and tires: Identification will be made if new tires are needed. Tire replacement is done by outside vendor.
- Body – Will inspect the body and make minor repairs that are accessible. We cannot perform body repair or painting. Any bodywork will be taken to an outside vendor. We also will not replace any windows that are glued in place.
- Trim and Finish: Will replace parts that do not require painting.

- Water Tank: Will repair and replace, if necessary.
- Outfitting of Apparatus: Will perform radio installations and/or small equipment installations, acceptance testing, i.e. electrical load, pump, and road testing.

In addition to the above areas of maintenance, annual weighing will be performed every year to ensure compliance with Washington State Law. If not in compliance, a recommendation will be made of the actions available to bring the Apparatus into compliance.

All of the Apparatus checklists utilized are tailored to a specific Apparatus. Attached are sample copies of checklists we currently use for a Quantum Pumper, Aerial, and Aid Car

**EXHIBIT C
REMOTE SITE REQUIREMENTS**

- 1. Current remote sites that are actively being used as of January 1, 2019 are grandfathered into the requirements.**

- 2. Remote sites should meet the below requirements to apply for a remote site credit.**
 - **24 hour mechanic access**
 - **Shop phone with direct number**
 - **Secure parts storage**
 - **Sufficient height to lift vehicle with cab raised**
 - **Parking for private vehicle and waiting apparatus.**
 - **Parts delivery access**
 - **Uniform delivery access**
 - **Office/Desk workspace**
 - **Kitchen facility**
 - **Dedicated/Secure shop space**
 - **Concrete with slope and structure to support vehicle lifting operations**
 - **Vehicle lifts**
 - **Oil and lubricant delivery**
 - **Oil and coolant disposal**
 - **Funding for tools required by the Agency specific equipment**

**PUGET SOUND REGIONAL FIRE
AUTHORITY**

By: 

DATE: 8-21-19

NOTICES TO BE SENT TO:

Fire Chief
24611 116th Ave. S.E.
Kent, WA 98030

**RENTON REGIONAL FIRE
AUTHORITY**

By: 

DATE: 10/2/1

NOTICES TO BE SENT TO:

**KING COUNTY FIRE PROTECTION
DISTRICT NO. 2**

By: 

DATE: 11-20-19

NOTICES TO BE SENT TO:

**VALLEY REGIONAL FIRE
AUTHORITY**

By: _____

DATE: _____

NOTICES TO BE SENT TO:

same were set forth herein. Should any language in any of the Exhibits to this Agreement conflict with any language contained in this Agreement, the terms of this Agreement shall prevail.

14.6. Amendments. This Agreement represents the entire agreement of the Agencies regarding the subjects addressed herein. Amendments to this Agreement may be proposed by the Administrative Board or by any Agency to the Agreement. To become binding, Amendments must be made in writing and must be recommended for approval by the Administrative Board and approved by the unanimous consent of the Agencies to the Agreement. In the event that changes in federal or state law or changes in the boundaries of any or all Agencies significantly affect the performance of any Agency, the Agencies agree to enter into good faith negotiations so that continuation of the operations of the Fire Garage are not impaired.

14.7. Benefits. This Agreement is entered into for the benefit of the Agencies to this agreement only and shall confer no benefits, direct or implied, on any third persons.

14.8. Severability. If any provision of this agreement or its application is held invalid, the remainder of this Agreement shall not be affected.

15. Execution. This Agreement may be executed in any number of counterparts, each of which shall constitute an original, and all of which will together constitute this one Agreement.

IN WITNESS WHEREOF, the Agencies by the signatures of their authorized representatives have executed this Agreement effective upon the date of signatures.

SIGNATURE PAGES FOLLOW

**KING COUNTY FIRE PROTECTION
DISTRICT NO. 20**

By: _____

DATE: _____

NOTICES TO BE SENT TO:

ENUMCLAW FIRE

By: Randy Jehu

DATE: 9/19/19

NOTICES TO BE SENT TO:

RIVERSIDE FIRE & RESCUE

By: [Signature]

DATE: 9-18-19

NOTICES TO BE SENT TO:

PORT OF SEATTLE

By: _____

DATE: _____

NOTICES TO BE SENT TO:

EXHIBIT A
Fire Garage EMPLOYEES

- 1. Employees.** Each Agency that provides Employees to the Fire Garage, agrees that such Employees shall be provided consistent with the following terms and provisions.
 - 1.1.** The Agency shall remain as the employer of each Agency employee assigned as Employees and shall be responsible for establishing and paying its Employees compensation and benefits.
 - 1.2.** It is understood by the Agencies that the services provided by Fire Garage Employees pursuant to this Agreement will mutually benefit each Agency in proportion to the benefits received by that Agency.
 - 1.3.** The responsibility for hiring, evaluating, firing and disciplining Assigned Employees shall remain with the employing Agency. An employing Agency may seek input from the Administrative Board in hiring, evaluating, firing or disciplining Employees, but such guidance shall be optional and nonbinding on the Agency seeking guidance.